

UNITED STATE DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SOPHIA FRANCIS, Individually and on
Behalf of All Others Similarly Situated,

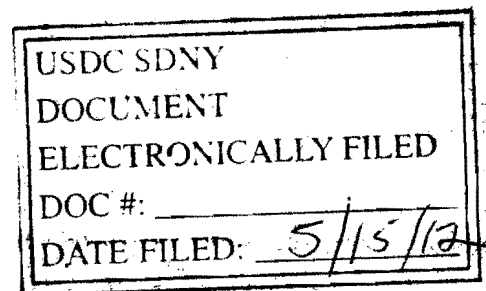
Plaintiff,

06 CV 1638(CS)(GAY)

-against-

A&E STORES, INC.,

Defendant.
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~~Proposed~~ Order

AND NOW, this 14th day of May, 2012, upon consideration of the parties' settlement agreement between the parties and having concluded it is fair and reasonable, it is hereby ORDERED that all claims alleged against Defendant by Sophia Francis, Tina Marques, Ruth Arroyo, Michelle Femia, and Erwin LeGrand, all of whom signed onto the settlement agreement, are dismissed with prejudice in their entirety.

Based upon Plaintiff's counsel's representations that they have been unable to locate opt-in claimants Carol Blackman and Jacqueline Martin – who appear to have moved without leaving forwarding addresses with the U.S. Postal Service – all claims by Ms. Blackman and Ms. Martin are dismissed without prejudice.

Plaintiff's counsel, from the Bromberg Law Office, P.C., Klafter Olsen & Lesser LLP, Berger Attorney, P.C., and Gottlieb & Associates are granted permission to withdraw as counsel for opt-in plaintiff Marilyn Irizzary Matos, who

despite due diligence, cannot be located. Defense counsel must hold Ms. Matos' settlement check for ninety (90) days from the date of this Order which can be claimed by her anytime within this period by written request to John Ho, Esq. at Bond, Schoeneck & King, PLLC 330 Madison Avenue, 39th Floor, New York, New York 10017 set forth above, and her claims will be deemed dismissed with prejudice. After the ninety (90) day period expires, the settlement check will be canceled. Ms. Matos' may then make a claim for her settlement amount by written request to Mr. Ho at the above address anytime within three (3) years after the date of this Order. If she timely makes such a request, a settlement check will be sent to her within fourteen (14) working days after receipt of such written request. If Ms. Matos does not timely claim her funds, no W-2 or 1099 will be issued for her portion of the settlement.

Fees and costs are to be borne by the parties in accordance with the terms of the settlement.

This Court retains jurisdiction to enforce terms and obligations of the Settlement.

The Clerk shall close the case.

BY THE COURT:

Cathy Serbell 5/14/12

USDJ

BROMBERG LAW OFFICE, P.C.

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May 11, 2012

Honorable Cathy Seibel, U.S.D.J.
Southern District of New York
300 Quarropas St
White Plains, NY 11601

Re: Francis v. A&E Stores, Inc., SDNY, Case No. 06-cv-1638(CS)(GAY)

Dear Judge Seibel:

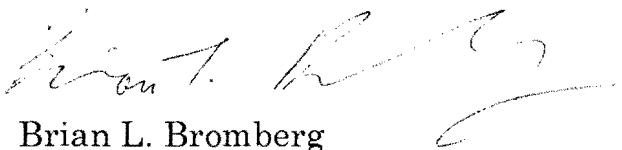
My office, together with co-counsel, represents the Plaintiff in the above-referenced collective action brought under the Fair Labor Standards Act (FLSA).

I am writing to enclose a revised Proposed Order, which is attached to this letter. Defendant's attorney, John Ho, Esq., has approved this revised Proposed Order.

As discussed in my previous letter dated March 28, 2012, Plaintiff has diligently attempted to reach the two remaining opt-ins – Jacqueline R. Martin and Carol Blackman – whose claims are to be dismissed without prejudice under the settlement agreement, but has been unable to do so. Moreover, the postmasters for the local post offices servicing the last known addresses for Ms. Martin and Ms. Blackman do not have current addresses on file for either individual.

Accordingly, Plaintiff respectfully requests that Your Honor endorse the enclosed Proposed Order.

Respectfully,



Brian L. Bromberg

cc: John S. Ho, Esq. (Via Email: jho@bsk.com & First Class Mail)
Fran L. Rudich, Esq. (Via Email: Fran@klafterolsen.com)